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9
10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION**

12 S.L., a minor, by and through her
guardian ad litem, PATRICIA
13 GUEVARA,

14 Plaintiff,

15 v.

16 CITY OF LOS ANGELES, a California
municipal entity; LOS ANGELES
17 POLICE DEPARTMENT, a California
municipal entity; OFFICER DANIEL
18 CARDENAS, an individual; OFFICER
KEVIN MARTINEZ, an individual;
19 POLICE CHIEF MICHEL MOORE, an
individual; and DOES 1 – 100,
20 inclusive,

21 Defendants.

Case No. 2:24CV-00679-MRA-AGR

DISCOVERY MATTER

**STIPULATED PROTECTIVE
ORDER**

Assigned to Judge Mónica Ramírez
Almadani,
Courtroom 10B

Magistrate Judge Alicia G Rosenberg,
Courtroom 550

22
23 **1. INTRODUCTION**

24 **1.1 PURPOSES AND LIMITATIONS**

25 As the parties have represented that discovery in this action is likely to involve
26 production of confidential or private information for which special protection from
27 public disclosure and from use for any purpose other than prosecuting this litigation
28 may be warranted, this Court enters the following Protective Order. This Order does

1 not confer blanket protections on all disclosures or responses to discovery. The
2 protection it affords from public disclosure and use extends only to the limited
3 information or items that are entitled to confidential treatment under the applicable
4 legal principles. Further, as set forth in Section 12.3, below, this Stipulated Protective
5 Order does not entitle the parties to file confidential information under seal. Rather,
6 when the parties seek permission from the court to file material under seal, the parties
7 must comply with Civil Local Rule 79-5.

8 If any material disclosed or obtained in the course of the instant litigation is
9 intended to be used for any purpose other than prosecuting this litigation, the party
10 seeking public disclosure or dissemination of such materials must first seek approval
11 from the Court.

12 **1.2 GOOD CAUSE STATEMENT**

13 This action is likely to involve confidential information pertaining to personnel
14 records and other materials subject to privacy protections for which special protection
15 from public disclosure and from use for any purpose other than prosecution of this
16 action is warranted. Limiting disclosure of these documents to the context of this
17 litigation as provided herein will, accordingly, further important law enforcement
18 objections and interests, including the safety of personnel and the public, as well as
19 individual privacy rights of plaintiffs, the individual defendants, and third parties.
20 Such confidential materials and information consist of, among other things, materials
21 entitled to privileges and/or protections under the following: United States
22 Constitution, First Amendment; the California Constitution, Article I, Section 1;
23 California *Penal Code* §§ 832.5, 832.7 and 832.8; California *Evidence Code* §§ 1040
24 and 1043 et. seq; the Privacy Act of 1974, 5 U.S.C. § 552; Health Insurance Portability
25 and Accountability Act of 1996 (HIPPA); the right to privacy; decisional law relating
26 to such provisions; and information otherwise generally unavailable to the public, or
27 which may be privileged or otherwise protected from disclosure under state or federal
28 statutes, court rules, case decisions, or common law. Defendant also contends that

1 such confidential materials and information consist of materials entitled to the Official
2 Information Privilege.

3 Confidential information with respect to the Defendant and/or its employees
4 may include but is not limited to: personnel files; internal investigative files and
5 documents; email and written correspondence records; and policies and procedures
6 that are kept from the public in the ordinary course of business, as well as other
7 information that is not generally available to the public and is subject to the Official
8 Information Privilege and other privileges. Confidential information with financial
9 records; email and written correspondence records; video footage and/or photographs
10 of the incident; and psychological and medical notes, evaluations, reports, and
11 treatment plans.

12 Testimony taken at a deposition may be designated as Confidential by making
13 a statement to that effect on the record at the deposition. Arrangements shall be made
14 with the court reporter transcribing the deposition to separately bind such portions of
15 the transcript containing information designated as Confidential, and to label such
16 portions appropriately. Confidential photographs, video or audio footage obtained
17 through the course of discovery or otherwise may not be used for any purpose other
18 than litigating this lawsuit. The parties agree to refrain from directly or indirectly
19 disclosing or publicly disseminating confidential deposition testimony, and/or
20 photographs, video or audio footage obtained through the course of discovery or
21 otherwise, specifically including, but not limited to, dissemination via billboard
22 advertisements, print and online media organizations, or any other internet posting or
23 social media. If any party intends to use such confidential materials for any purpose
24 other than litigating this lawsuit, the party seeking public disclosure must first seek
25 approval from the Court.

26 In light of the nature of the claims and allegations in this case and the parties'
27 representations that discovery in this case will involve the production of confidential
28 records, and in order to expedite the flow of information, to facilitate the prompt

1 resolution of disputes over confidentiality of discovery materials, to adequately
2 protect information the parties are entitled to keep confidential, to ensure that the
3 parties are permitted reasonable necessary uses of such material in connection with
4 this action, to address their handling of such material at the end of the litigation, and
5 to serve the ends of justice, a protective order for such information is justified in this
6 matter. The parties shall not designate any information/documents as confidential
7 without a good faith belief that such information/documents have been maintained in
8 a confidential, non-public manner, and that there is good cause or a compelling reason
9 why it should not be part of the public record of this case.

10 **2. DEFINITIONS**

11 2.1 Action: The instant action: *S.L., a minor, by and through her*
12 *guardian ad litem, PATRICIA GUEVARA V. City of Los Angeles, a California*
13 *municipal entity; Los Angeles Police Department, a California municipal entity;*
14 *Officer Daniel Cardenas, an individual; Officer Kevin Martinez, an individual; Police*
15 *Chief Michel Moore, an individual; and DOES 1-1000, inclusive. Case No. 2:24-CV-*
16 *00679-MRA-AGR.*

17 2.2 Challenging Party: A Party or Non-Party that challenges the designation
18 of information or items under this Order.

19 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
20 how it is generated, stored or maintained) or tangible things that qualify for protection
21 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
22 Cause Statement.

23 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their
24 support staff).

25 2.5 Designating Party: a Party or Non-Party that designates information or
26 items that it produces in disclosures or in responses to discovery as
27 "CONFIDENTIAL."

28 2.6 Disclosure or Discovery Material: all items or information, regardless of

1 the medium or manner in which it is generated, stored, or maintained (including,
2 among other things, testimony, transcripts, and tangible things),

3 2.7 Expert: a person with specialized knowledge or experience in a manner
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8 House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9 Non-Party: any natural person, partnership, corporation, association, or
10 other legal entity not named as a Party to this action.

11 2.10 Outside Counsel of Record: attorneys who are not employees of a party
12 to this Action but are retained to represent or advise a party this Action and have
13 appeared in this Action on behalf of that party or are affiliated with a law firm which
14 has appeared on behalf of that party, and include support staff.

15 2.11 Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12 Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13 Professional Vendors: persons or entities that provide litigation support
21 services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14 Protective Material: any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 2.15 Receiving Party: a Party that receives Disclosure or Discovery Material
27 from a Producing Party.

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1 **3. SCOPE**

2 The protections conferred by this Order cover not only Protected Material (as
3 defined above), but also (1) any information copied or extracted from Protected
4 Material; (2) all copies, excerpts, summaries, or compilations of Protected Material;
5 and (3) any deposition testimony, conversations, or presentations by Parties or their
6 Counsel that reveal Protected Material, other than during a court hearing or at a trial.

7 Any use of Protected Material during a court hearing or at trial shall be
8 governed by the orders of the presiding judge. This Order does not govern the use of
9 Protected Material during a court hearing or at trial.

10 **4. DURATION**

11 Even after final disposition of this litigation, the confidentiality obligations
12 imposed by this Order shall remain in effect until a Designating Party agrees
13 otherwise in writing or a court order otherwise directs. Final disposition shall be
14 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
15 or without prejudice; and (2) final judgment herein after the completion and
16 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
17 including the time limits for filing any motions or applications for extension of time
18 pursuant to applicable law.

19 **5. DESIGNATING PROTECTED MATERIAL**

20 **5.1 Exercise of Restraint and Care in Designating Material for Protection:**

21 Each Party or Non-Party that designates information or items for protection
22 under this Order must take care to limit any such designation to specific material that
23 qualifies under the appropriate standards. The Designating Party must designate for
24 protection only those parts of material, documents, items, or oral or written
25 communications that qualify so that other portions of the material, documents, items,
26 or communications for which protection is not warranted are not swept unjustifiably
27 within the ambit of this Order.

28 Mass, indiscriminate, or routinized designations are prohibited. Designations

1 that are shown to be clearly unjustified or that have been made for an improper
2 purpose (e.g., to unnecessarily encumber the case development process or to impose
3 unnecessary expenses and burdens on other parties) may expose the Designating Party
4 to sanctions.

5 If it comes to a Designating Party's attention that information or items that it
6 designated for protection do not qualify for protection, that Designating Party must
7 promptly notify all other Parties that it is withdrawing the inapplicable designation.

8 5.2 Manner and Timing of Designations: Except as otherwise provided in
9 this Order (see, e.g., second paragraph of Section 5.2(a) below), or as otherwise
10 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
11 under this Order must be clearly so designated before the material is disclosed or
12 produced.

13 Designation in conformity with this Order requires:

14 (a) for information in documentary form (e.g., paper or electronic documents,
15 but excluding transcripts of depositions), that the Producing Party affix at a minimum,
16 the legend "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each
17 page that contains protected material. If only a portion or portions of the material on
18 a page qualifies for protection, the Producing Party also must clearly identify the
19 protected portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and before
23 the designation, all of the material made available for inspection shall be deemed
24 "CONFIDENTIAL." After the inspecting Party has identified the documents it wants
25 copied and produced, the Producing Party must determine which documents, or
26 portions thereof, qualify for protection under this Order. Then, before producing the
27 specified documents, the Producing Party must affix the "CONFIDENTIAL legend"
28 to each page that contains Protected Material. If only a portion or portions of the

1 material on a page qualifies for protection, the Producing Party also must clearly
2 identify the protected portion(s) (e.g., by making appropriate markings in the
3 margins).

4 (b) for testimony given in depositions that the Designating Party identifies on
5 the record, before the close of the deposition as protected testimony. Confidential
6 photographs, video or audio footage taken at a deposition may not be used for any
7 purpose other than litigating this lawsuit. The parties agree to refrain from directly or
8 indirectly disclosing or publicly disseminating confidential deposition testimony,
9 and/or photographs, video or audio footage obtained through the course of discovery
10 or otherwise, specifically including, but not limited to, print and online media
11 organizations, or any other internet posting or social media. If any party intends to use
12 such materials for any purpose other than litigating this lawsuit, the party seeking
13 public disclosure must first seek approval from the Court. For testimony given in
14 depositions, the Designating Party must identify the Disclosure or Discovery Material
15 that is protected on the record, before the close of the deposition all protected
16 testimony.

17 (c) for information produced in some form other than documentary and for any
18 other tangible items, that the Producing Party affix in a prominent place on the exterior
19 of the container or containers in which the information is stored the legend
20 “CONFIDENTIAL.” If only a portion or portions of the information warrants
21 protection, the Producing Party, to the extent practicable, shall identify the protected
22 portion(s).

23 5.3 Inadvertent Failures to Designate: If timely corrected, an inadvertent
24 failure to designate qualified information or items does not, standing alone, waive the
25 Designating Party’s right to secure protection under this Order for such material.
26 Upon timely correction of a designation, the Receiving Party must make reasonable
27 efforts to assure that the material is treated in accordance with the provisions of this
28 Order.

1 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS:**

2 6.1 Timing of Challenges: Any Party or Non-Party may challenge a
3 designation of confidentiality at any time that is consistent with the Court's
4 Scheduling Order.

5 6.2 Meet and Confer: The Challenging Party shall initiate the dispute
6 resolution process under Local Rule 37-1 et seq.

7 6.3 The burden of persuasion in any such challenge proceeding shall be on
8 the Designating Party. Frivolous challenges, and those made for an improper purpose
9 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
10 expose the Challenging Party to sanctions. Unless the Designating Party has waived
11 or withdrawn the confidentiality designation, all parties shall continue to afford the
12 material in question the level of protection to which it is entitled under the Producing
13 Party's designation until the Court rules on the challenge.

14 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

15 7.1 Basic Principles: A Receiving Party may use Protected Material that is
16 disclosed or produced by another Party or by a Non-Party in connection with this
17 Action only for prosecuting, defending, or attempting to settle this Action. Such
18 Protected Material may be disclosed only to the categories of persons and under the
19 conditions described in this Order. When the Action has been terminated, a Receiving
20 Party must comply with the provisions of Section 14 below.

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 7.2 Disclosure of "CONFIDENTIAL" Information or Items: Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:

28 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as

1 employees of said Outside Counsel of Record to whom it is reasonably necessary to
2 disclose the information for this Action;

3 (b) the officers, directors, and employees (including House Counsel) of the
4 Receiving Party to whom disclosure is reasonably necessary for this Action;

5 (c) Experts (as defined in this Order) of the Receiving Party to whom
6 disclosure is reasonably necessary for this Action and who have signed the
7 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

8 (d) the court and its personnel;

9 (e) court reporters and their staff;

10 (f) professional jury or trial consultants, mock jurors, and Professional Vendors
11 to whom disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (g) the author or recipient of a document containing the information or a
14 custodian or other person who otherwise possessed or knew the information;

15 (h) during their depositions, witnesses, and attorneys for witnesses, in the
16 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
17 requests that the witness sign the “Acknowledgment and Agreement to Be Bound”
18 form attached as Exhibit A hereto; and (2) they will not be permitted to keep any
19 confidential information unless they sign the “Acknowledgment and Agreement to
20 Be Bound” attached as Exhibit A, unless otherwise agreed by the Designating Party
21 or ordered by the court. Pages of transcribed deposition testimony or exhibits to
22 depositions that reveal Protected Material may be separately bound by the court
23 reporter and may not be disclosed to anyone except as permitted under this Protective
24 Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually
26 agreed upon by any of the parties engaged in settlement discussions.

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1 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
2 **PRODUCED IN OTHER LITIGATION**

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this Action as
5 “CONFIDENTIAL,” that Party must:

6 (a) promptly notify in writing the Designating Party. Such notification shall
7 include a copy of the subpoena or court order unless prohibited by law;

8 (b) promptly notify in writing the party who caused the subpoena or order to
9 issue in the other litigation that some or all of the material covered by the subpoena
10 or order is subject to this Protective Order. Such notification shall include a copy of
11 this Protective Order; and

12 (c) cooperate with respect to all reasonable procedures sought to be pursued
13 by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this action
16 as “CONFIDENTIAL” before a determination by the court from which the subpoena
17 or order issued, unless the Party has obtained the Designating Party’s permission, or
18 unless otherwise required by the law or court order. The Designating Party shall bear
19 the burden and expense of seeking protection in that court of its confidential material
20 and nothing in these provisions should be construed as authorizing or encouraging a
21 Receiving Party in this Action to disobey a lawful directive from another court.

22 **9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
23 **PRODUCED IN THIS LITIGATION**

24 (a) The terms of this Order are applicable to information produced by a Non-
25 Party in this Action and designated as “CONFIDENTIAL.” Such information
26 produced by Non-Parties in connection with this litigation is protected by the
27 remedies and relief provided by this Order. Nothing in these provisions should be
28 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If a Non-Party represented by counsel fails to commence the process called for by Local Rules 45-1 and 37-1, et seq. within 14 days of receiving the notice and accompanying information or fails contemporaneously to notify the Receiving Party that it has done so, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If an unrepresented Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court unless otherwise required by the law or court order. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this

1 Protective Order, the Receiving Party must immediately (a) notify in writing the
2 Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve
3 all unauthorized copies of the Protected Material, (c) inform the person or persons to
4 whom unauthorized disclosures were made of all the terms of this Order, and (d)
5 request such person or persons to execute the “Acknowledgment and Agreement to
6 Be Bound” that is attached hereto as Exhibit A.

7 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
8 **PROTECTED MATERIAL**

9 When a Producing Party gives notice to Receiving Parties that certain
10 inadvertently produced material is subject to a claim of privilege or other protection,
11 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
12 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
13 may be established in an e-discovery order that provides for production without prior
14 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
15 parties reach an agreement on the effect of disclosure of a communication or
16 information covered by the attorney-client privilege or work product protection, the
17 parties may incorporate their agreement into this Protective Order.

18 **12. MISCELLANEOUS**

19 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
20 person to seek its modification by the Court in the future.

21 12.2 Right to Assert Other Objections. No Party waives any right it otherwise
22 would have to object to disclosing or producing any information or item on any
23 ground not addressed in this Protective Order. Similarly, no Party waives any right
24 to object on any ground to use in evidence of any of the material covered by this
25 Protective Order.

26 12.3 Filing Protected Material. A Party that seeks to file under seal any
27 Protected Material must comply with Civil Local Rule 79-5 and with any pertinent
28 orders of the assigned District Judge and Magistrate Judge. If a Party's request to file

Protected Material under seal is denied by the court, then the Receiving Party may file the information in the public record unless otherwise instructed by the court.

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in Section 5, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. VIOLATION

Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

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1 **IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.**

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3 DATED: January 17, 2025 HURRELL CANTRALL LLP

4
5 By: /s/ Michael Malekan
6 THOMAS C. HURRELL
7 CHRISTINA GASPARIAN
8 MICHAEL MALEKAN
9 Attorneys for Defendants OFFICER
DANIEL CARDENAS and OFFICER
KEVIN MARTINEZ BARAJAS

10 DATED: January 17, 2025 HYDEE FELDSTEIN SOTO, City Attorney
11 CORY M. BRENT, Senior Assistant City
12 Attorney

13 By: /s/ Irving Estrada
14 IRVING ESTRADA
15 Attorneys for Defendants CITY OF LOS
16 ANGELES, LOS ANGELES POLICE
DEPARTMENT, and MICHEL MOORE

17 DATED: January 17, 2025 MCMURRAY HENRICKS, LLP

18
19 By: /s/ Christopher D. Martin
20 YANA G. HENRIKS, ESQ.
21 CHRISTOPHER D. MARTIN, ESQ.
22 Attorneys for Plaintiff, S.L.

23 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

24 DATED: January 21, 2025


25
26 
27 Hon. Alicia G Rosenberg
28 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on [date] in the case of _____ [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where signed: _____

Printed name: _____

Signature: _____